



# STATE OF ARIZONA

## REQUEST FOR QUOTATION

### FAX ON DEMAND

QUOTATION NUMBER DC060289DUE DATE February 22, 2006 AT 5:00 P.M. M.S.T.**MAILING ADDRESS:**

ARIZONA DEPARTMENT OF CORRECTIONS  
1601 W. JEFFERSON, MAIL CODE 55302  
ATTN: CENTRAL PURCHASING UNIT  
PHOENIX, ARIZONA 85007

**HAND DELIVERY - OVERNIGHT MAIL**

ARIZONA DEPARTMENT OF CORRECTIONS  
1645 W. JEFFERSON  
4<sup>th</sup> FLOOR, SUITE 4401  
PHOENIX, ARIZONA 85007

**An on-site has been scheduled. See Special Terms and Conditions, Page 1, Item 1.5 for details.**

In accordance with A.R.S. § Title 41, Chapter 23 A.A.C.R2-7-336; quotations for the materials or services specified will be received by the Department of Corrections, at the above specified location, until the time and date cited.

Quotations must be in the actual possession of the Department of Corrections on or prior to the time and date, and at the location indicated above. Late quotations will not be considered.

All quotations must be completed in ink or typewritten, delivered to the above address. Quotations may also be returned via facsimile to 602-364-3780. Additional instructions for preparing a quotation are provided in Instruction for Quotations.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE QUOTATION.**

REQUESTING AGENCY:

Arizona Department of Corrections - ASPC-Eyman

MATERIAL, SERVICE AND/OR CONSTRUCTION:

Dishwasher Conveyor, with Prison Package and  
Installation

CONTRACT TYPE:

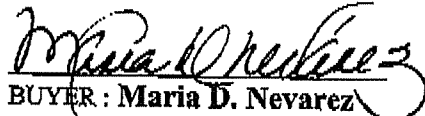
Firm Fixed Price

CONTRACT TERM:

Single Requirement

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**\*An Equal Employment Opportunity Agency\***

  
BUYER: Maria D. Nevarez

(602) 542-1172

PHONE

February 6, 2006

DATE

  
DENEL PICKERING, CHIEF PROCUREMENT OFFICER

# STATE OF ARIZONA

## Instructions For Quotations

1. **SUBMISSION:** Quotations shall be signed where applicable and received as designated on the cover page no later than as indicated.
2. **OPENING:** This is an informal Quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS:** The State of Arizona's Uniform General Terms and Conditions where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the Department of Corrections, Purchasing Office.
4. **TAXES:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax, Sales Tax, if any, should be indicated as a separate item.
5. **QUOTE REJECTION:** The State reserves the right to reject any, or all, Quotations, combinations of items, or lot, and to waive defects or informalities.
6. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any Quotation which proposes like a quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your Quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
7. **ERASURES:** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
8. **UNIT PRICE:** In case of error in the extension prices in the Quotation, the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the Quotation price in determining the low quote. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **SOURCE SELECTION:** This procurement is restricted to small business. A small business is one that, including its affiliates is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.
11. **SOURCE SELECTION CLARIFICATION:** Source Selection will apply only if Small Business Requirements under A.R.S. §41-2535, R2-7-335 are applicable for dollar amounts between \$1,000.00 and \$50,000.00

**OFFER AND ACCEPTANCE****ARIZONA DEPARTMENT  
OF CORRECTIONS****QUOTATION NO.**

DC060289

**OFFER**

**SUBMIT THE ORIGINAL OF THIS FORM TO THE DEPARTMENT OF CORRECTIONS, 1601 WEST JEFFERSON, MAIL CODE 55302, PHOENIX, ARIZONA 85007.**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

**SALES TAX PERCENT:** \_\_\_\_\_ %. (See Instructions for Quotations, Paragraph 4.)

Arizona Transaction (Sales) Privilege Tax

For clarification of this offer, contact:

License No.: \_\_\_\_\_

Name: \_\_\_\_\_

Federal Employer Identification

Phone: \_\_\_\_\_

No.: \_\_\_\_\_

Fax #: \_\_\_\_\_

Company Name

Signature of Person Authorized To Sign Offer

Address

Printed Name

City

State

Zip

Title

Small business certification: Vendor is \_\_\_\_\_ /is not \_\_\_\_\_ a small business (less than 100 employees \_\_\_\_\_ or has gross revenues of \$4 million or less \_\_\_\_\_.)

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the State.

**Dishwasher Conveyor, with Prison Package and Installation  
for ASPC-Eyman**

This contract shall henceforth be referred to as Contract No. DC060289.  
The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor has received purchase order or contract release document.

State of Arizona, Department of Corrections

Awarded this \_\_\_\_\_ Day of \_\_\_\_\_, 2006

Denel Pickering, Chief Procurement Officer

# SPECIAL TERMS AND CONDITIONS

SOLICITATION NO. DC060289

ARIZONA

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PAGE NO. 1

## 1 SPECIAL TERMS AND CONDITIONS

### 1.1 Purpose

1.1.1 Pursuant to provisions of the Arizona Procurement Code, A.R.S. § 41-2501, ext. seq., the State of Arizona intends to establish a contract for **Dishwasher Conveyor, with Prison Package and Installation for ASPC-Eyman**

### 1.2 Questions, Clarifications or Interpretations

1.2.1 Any doubt as to the requirements of the Fax on Demand or any apparent omissions or discrepancies shall be presented to the Department of Corrections Purchasing Office in writing. The Department will then determine the appropriate action necessary, if any, and issue a written amendment to the Fax on Demand.

1.2.1.1 Any questions relating to the solicitation should be mailed or faxed to the following:

Address:	Mailing Address: 1601 W. Jefferson, Mail Code 55302, Phoenix, AZ 85007
Phone:	602-542-1172
Fax:	602-364-3780

### 1.3 Shipping Terms

1.3.1 Vendor is requested to submit their best price, Delivered, F.O.B. Destination, Freight Prepaid to the previously cited location(s).

### 1.4 Delivery

1.4.1 As delivery will be an important consideration in awarding this bid, vendor shall indicate their best delivery time below:

Delivery time: \_\_\_\_\_ days after receipt of Purchase Order.

### 1.5 On-Site Meeting

1.5.1 An On-Site Meeting will be held at 10:00 a.m. on February 15, 2006, at the Arizona State Prison Complex - Eyman. The purpose of this inspection is for the visual evaluation of the required bid task and familiarization with the facilities prior to submitting a bid. No further on-site inspection will be held at any other time.

Any bidder wishing to attend the inspection at the facility should contact Kerry Collins at (520) 868-0201 ext. 2121 by no later than 3:00 p.m. on February 10, 2006.

Please be prepared to give the following information: Name of person(s) attending, social security number(s) and date(s) of birth. Anyone wishing to attend must get prior approved clearance before entering a state prison. Attenders **shall not** wear orange clothing while on state prison property.

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**SOLICITATION NO. DC060289****PAGE NO. 2****1.6 Delivery Acceptance**

1.6.1 Delivery shall be accomplished between the hours of 8:00 a.m. to 2:00 p.m., Monday through Friday only, except holidays.

**1.7 Brand Name**

1.7.1 Reference made to items, identified by trade name, is intended to show kind and quality of products desired and is not intended to be restrictive or limit competition. The use of brand names or manufacturer's catalog references shall be construed as quality level, method and type of performance and does not indicate that item cited is mandatory. **Products substantially equivalent to those designated shall qualify for consideration.**

**1.8 Descriptive Literature**

1.8.1 Vendor shall identify items, with manufacturer's name and catalog/model number. In addition, vendor shall furnish descriptive literature, including technical specifications of items other than specified and must identify any variances to facilitate comparison of bids.

1.8.2 Failure to submit descriptive literature or to identify any variances may result in bid disqualification.

**1.9 Price Reduction**

1.9.1 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

**1.10 Warranty**

1.10.1 Vendor shall submit complete warranty information. Information shall include repair/replacement policies and location of nearest factory authorized service center to the F.O.B. locations.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**1.11 Manuals**

1.11.1 Vendor shall supply maintenance and/or owner service manuals.

**1.12 Serial Numbers**

1.12.1 Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the Department of Corrections reserves the right to reject any altered equipment.

**1.13 Safety Standards**

1.13.1 All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

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**SOLICITATION NO. DC060289****PAGE NO. 3****1.14 Taxes**

1.14.1 Prices offered shall not include applicable State and Local taxes. The Department will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

**1.15 Award**

1.15.1 It is the intention of the Department of Corrections to award a single contract for all of the proposed work.

**1.16 Rejection of Bids**

1.16.1 The Arizona Department of Corrections, at its discretion may reject any and/or all bids.

**1.17 Evaluation**

1.17.1 This contract shall be awarded to the lowest, responsive, responsible vendor meeting the minimum specifications and requirements set forth in this Request for Quotation, including criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for the specified purpose.

**1.18 Product Discontinuance**

1.18.1 In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion, may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1.18.2 A formal announcement from the manufacturer that the product or model has been discontinued.

1.18.3 Documentation from the manufacturer that names the replacement product or model.

1.18.4 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

1.18.5 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

1.18.6 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

**SPECIAL TERMS AND CONDITIONS**

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**SOLICITATION NO.** DC060289**PAGE NO.** 4**1.19 Cancellation**

1.19.1 The Department of Corrections reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of this contract. The Department of Corrections will issue written notice to the contractor for acting or failing to act as in any of the following:

- ° The contractor provides material that does not meet the specifications of this contract;
- ° The contractor fails to adequately perform the services set forth in the specifications of this contract;
- ° The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- ° The contractor fails to progress in the performance of this contract and/or gives the Department of Corrections reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the Department of Corrections. Failure on the part of the contractor to adequately address all issues of concern may result in the Department of Corrections resorting to any single or combination of the following remedies:

- ° Cancel any contract;
- ° Reserve all rights or claims of damage for breach or any covenants of the contract;
- ° Perform any test or analysis on materials for Compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

In case of default, the Department of Corrections reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Department of Corrections may recover any actual excess costs from the contractor or by:

- ° Deduction from unpaid balance;
- ° Collection against the bid and/or performance bond, or;
- ° Any combination of the above or any other remedies as provided by law.

**SPECIAL TERMS AND CONDITIONS**

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**1.20 CRIPA**

1.20.1 The Arizona Department of Corrections (ADC ) entered into an agreement with the Department of Justice regarding the matter of United States of America vs. Department of Corrections, et al. (Civil Action No. 97-476-PHX-ROS). The agreement affects all correctional and non correctional staff with female inmate contact, including contract providers.

1.20.1.1 The areas that impact the contract are: 1) backgrounds on existing staff; 2) stringent pre-employment screening practices for future staff; 3) pre-service and in-service training; 4) mandatory staff participation in sexual misconduct investigations; and 5) minimization of one on one situations where a female inmate and male staff are alone together.

**THE AGREEMENT REQUIRES:**

1.20.1.2 Background checks on all current non-correctional staff with female inmate contact. Any staff that has been convicted of or pled guilty to any felony charge from contact with a female inmate will be removed from their position.

1.20.1.3 All future staff with significant female inmate contact will require extensive pre-employment screening.

1.20.1.4 All ADC contractors will now be required to provide for each new applicant: 1) a complete background questionnaire to include drivers license number and record, past employment, past education, references, criminal arrest and criminal record; 2) be fingerprinted and screened by the Federal Bureau of Investigations; 3) NCIC/ACIC records check including law enforcement agency check or agencies where applicant has lived; 4) military discharge status; 5) investigation of whether applicant has ever worked in ADC prisons, and if so, whether they were the subject of investigations and allegations of inappropriate staff-inmate behavior; and, 6) tests to access personality to be scored by a professional psychologist.

1.20.1.5 ADC will perform the background checks at no charge to the contractor, however, the contractor is responsible for the psychological testing, analysis, and personal interviews that may be required as a result of an appeal and submission of the scoring/report for review by the Department, prior to finalization of the hiring process.

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CRIPA Cont'd

1.20.1.6

All current and future contract staff will be required to view a video describing inappropriate staff-inmate behavior. There will be a requirement that all staff will acknowledge in writing viewing of the video. ADC will provide the video to contract providers.

1.20.1.7

Pre-employment training will include at least eight (8) hours of specific topics relating to inappropriate staff-inmate behavior. ADC's video will be included in the curriculum. (Subject to clarification at a later date by the parties to the agreement, the training may be made part of the New Employee training to be provided within the first sixty (60) days of employment.)

1.20.1.8

ADC will provide the selected contractor with a copy of the lesson plan for their use. The plan will include the topics and procedural changes affecting staff working with female inmates. In-service training covering inappropriate staff-inmate behavior and viewing of video. The number of hours for in-service will be determined at a later date.

1.20.1.9

ADC will also provide a copy of the lesson plan for use by the contractor.

**1.21 Insurance**

1.21.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

1.21.2 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1.21.3 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.21.4 **Commercial General Liability – Occurrence Form.** Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

**SPECIAL TERMS AND CONDITIONS**

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Insurance Cont'd	1.21.4.1	General Aggregate	\$2,000,000
	1.21.4.2	Products - Completed Operations Aggregate	\$1,000,000
	1.21.4.3	Personal and Advertising Injury	\$1,000,000
	1.21.4.4	Blanket Contractual Liability - Written and Oral	\$1,000,000
	1.21.4.5	Fire Legal Liability	\$ 50,000
	1.21.4.6	Each Occurrence	\$1,000,000

1.21.4.7 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

1.21.4.8 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.21.5 Automobile Liability - Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

1.21.5.1 Combined Single Limit (CSL) \$1,000,000

1.21.5.2 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

1.21.6 Worker's Compensation and Employers' Liability

1.21.6.1	Workers' Compensation	Statutory
1.21.6.2	Employers' Liability:	
1.21.6.3	Each Accident	\$ 500,000
1.21.6.4	Disease - Each Employee	\$ 500,000
1.21.6.5	Disease - Policy Limit	\$1,000,000

1.21.6.6 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**SPECIAL TERMS AND CONDITIONS**

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## Insurance Cont'd

- 1.21.6.7 This requirement shall not apply to: Separately, each contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

## 1.21.7 Professional Liability (Errors and Omissions Liability)

- |          |                  |             |
|----------|------------------|-------------|
| 1.21.7.1 | Each Claim       | \$1,000,000 |
| 1.21.7.2 | Annual Aggregate | \$2,000,000 |

- 1.21.7.3 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- 1.21.7.4 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 1.21.7.5 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

1.21.8 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1.21.8.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 1.21.8.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 1.21.8.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**SPECIAL TERMS AND CONDITIONS**

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DEPARTMENT OF CORRECTIONS

**SOLICITATION NO.** DC060289**PAGE NO.** 9**Insurance Cont'd**

- 1.21.9 NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, AZ 85007-3002 and shall be sent by certified mail, return receipt requested.
- 1.21.10 ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 1.21.11 VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 1.21.12** All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.21.13** All certificates required by this Contract shall be sent directly to **State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, AZ 85007-3002.** The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Do not send certificates of insurance to the state of Arizona's Risk Management section.
- 1.21.14 SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 1.21.15 APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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## Insurance Cont'd

1.21.16 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

1.22 Contraband

1.22.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- ° By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- ° By knowingly conveying contraband to any persons confined in a correctional facility; or
- ° By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

1.23 Rules and Regulations

1.23.1 Attention of the bidders is called to the requirements of the document Rules and Regulations for Non-Employees of the Department of Corrections in an Arizona State Prison Complex, which are bound herein and which shall be adhered to in all respects.

1.23.2 The last page of the Rules and Regulations document requires a signature, acknowledging having read and understood both of the above mentioned documents. This document shall be furnished to the successful vendor.

1.23.3 Should the owner require signatures of other parties such as subcontractor or persons directly or indirectly employed by the contractor, it shall be the contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.

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**1.24 Notice Warning**

1.24.1 Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Definition A.R.S. § 13-2501:

**1.25 Invoicing**

1.25.1 A legible and detailed invoice shall be provided by the vendor upon delivery. The invoice shall reference at a minimum, the Department's purchase order number, description, part number and the correct discounted price including applicable taxes.

**1.26 Federal Immigration and Nationality Act**

1.26.1 By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified, shall result in the offer not being considered for contract award.

1.26.2 The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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**SOLICITATION NO.** DC060289**PAGE NO.** 12**1.27 Millennium Compliance****1.27.1 Hardware, Software, or Firmware Contracts:****1.27.1.1**

Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date/time data (including but not limited to calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this contract properly exchanges date/time data with it. If this contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. This warranty shall survive the expiration or termination of this contract. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this contract. In addition, the defense of force majeure shall not apply to the failure of the contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

**1.27.2 Contracts not involving Hardware, Software or Firmware:****1.27.2.1**

Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that all products delivered and all services rendered under this contract shall comply in all respects to performance and delivery requirements of the specifications and shall not adversely be affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this contract. In addition, the defense of force majeure shall not apply of the contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

**SPECIFICATIONS**

ARIZONA

DEPARTMENT OF CORRECTIONS

**SOLICITATION NO.** DC060289**PAGE NO.** 13**2** **TASK**

- 2.1 Vendor is requested provide pricing to furnish and deliver, **F.O.B. Destination Freight Prepaid, Dishwasher Conveyor, with Prison Package and Installation** to the following Arizona Department of Corrections location:

Arizona State Prison Complex - Eyman  
4374 E. Butte Ave.  
Florence, AZ 85232

**3** **GENERAL SPECIFICATIONS/REQUIREMENTS**

- 3.1 This Solicitation No. DC060289 will be the only formal contract that will be issued. The Arizona Department of Corrections will not enter into or sign any other form of contract or agreement(s) from the vendor of award.
- 3.2 Single Tank Rack Conveyor Dish Machine, with Prison Package - shall meet the minimum specifications listed below:
- 3.2.1 **Design:** Fully automatic high-temperature single-tank rack type dishwasher.
- 3.2.2 **Construction:** Tank and chamber shall be constructed of 16 gauge stainless steel, arc-welded. Unitized, welded stainless steel tank, frame, and legs. Chambers, control box, doors, and front trim panels shall be polished, satin finish.
- 3.2.3 **Specifications:** Dishwasher to run right to left operation. Dish machine shall have external water release valve. All exposed fasteners shall be tamper-proof or security screws. Manufacturers shall supply special tool to the institution for security screws/fasteners.
- 3.2.4 **Pump Motors:** Prewash motor, 2 horsepower, Grease-packed ball bearings, splash proof, ventilated, overload protection on each motor.
- 3.2.5 **Controls:** Stainless steel control center with power "on/off" and "start/stop" switches mounted on top of machine, machine controls shall be operate from 120V pilot circuit transformer. Motor controls shall be mounted and wired to common electric point.
- 3.2.6 **Electric:** Tank Heat Dishwasher to be provided with electric immersion heater. 15Kw, removable from inside tank. Heaters to be controlled by solid state thermostat with positive low- water protection and magnetic contactors. Heaters to be inter-wired at the factory.
- 3.2.7 **Conveyor Speed/Width:** Stainless steel 19 1/4" x 19 1/4" Speed to be a minimum of 5.6 feet per minute. Conveyor width a minimum of 20" x 20" racks. Factory set overload mechanism on direct drive.

**SPECIFICATIONS**

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3.2.8 **Thermometers:** Shall be standard, furnished with top mounted dial thermometers mounted in a stainless steel enclosure. All plumbing above the machine to be chrome plated.

3.2.9 **Final Rinse:** shall be equipped with upper and lower rinse arms, have single rows of nozzles. Rinse automatically activated by racks. Final rinse water line is equipped with vacuum breaker on downstream side of electrically operated solenoid valve in common piping system.

3.2.10 **Fill:** Fill water line shall be equipped with vacuum breaker on downstream side of electrically operated solenoid valve in common piping system.

3.2.11 **Vent Fan Control:** Allows for interconnections to dishwasher.

3.2.12 **Capacity:** Machine to have a minimum capacity of 126 racks per hour, 82 gallons/hour with opti-rinse system.

3.2.13 **Warranty:** Machine to have full one year warranty on parts, labor and include manufacturer's defects.

3.3 **Additional Equipment:**

3.3.1 **Prison Package:** Shall consist of Lexan thermometer covers, tamper proof screws on the unit and controls, hook mounted curtains, lockable control box and welded door handles.

3.3.1.1 Conveyor Stop Switch

3.3.1.2 (2) each stainless steel vent hoods

3.3.1.3 (1) each table limit switch

3.3.1.4 (1) each 3/4" brass pressure regulator select capacity chart, chrome finish, removable stainless steel pan, s/s rod pan support

Hobart Model No. CPW80AW or Equal

Vendor Offers:

Mfg: \_\_\_\_\_ Model: \_\_\_\_\_

**SPECIFICATIONS**

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- 3.4 Compact booster heater, 6 gallons storage capacity, electric operation, 27-Kw, stainless steel front castone tank 480OV, 3 Phase.

Hatco Model: No. C-27 or Equal

Vendor Offers:

Mfg: \_\_\_\_\_ Model: \_\_\_\_\_

3.5 **Installation to include:**

- 3.5.1 Disconnect of old machine
- 3.5.2 Install new machine
- 3.5.3 Vendor - will be responsible for connecting the electric to the new machine.

**PRICE SHEET****SOLICITATION NO. DC060289****ARIZONA  
DEPARTMENT OF CORRECTIONS  
PAGE NO. 16****4 PRICING****UNIT PRICE**

4.1	Dishwasher Conveyor with Prison Package	\$ _____
4.2	Booster Heater Electric	\$ _____
4.3	Installation	\$ _____
SUB-TOTAL		\$ _____
APPLICABLE TAX		\$ _____
TOTAL		\$ _____

**NOTICE:**

The vendor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. The vendor further acknowledges that the defense of force majeure shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

**SALES TAX PERCENT:** \_\_\_\_\_%, (See Uniform Instructions to Offerors for Formal Solicitation, Paragraph 3.10.)

**PROMPT PAYMENT DISCOUNT:** The price(s) quoted herein can be discounted by: \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days.

**PLEASE CHECK THE APPROPRIATE SELECTION BELOW THAT APPLIES TO YOUR COMPANY:**

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> 0. Non-Small/Non-Minority/Non-Disabled     | <input type="checkbox"/> 1. Small Business                                | <input type="checkbox"/> 2. Minority Owned Business        | <input type="checkbox"/> 3. Women Owned Business                 |
| <input type="checkbox"/> 4. Owned By Disabled Individual            | <input type="checkbox"/> 5. Small Business/Minority Owned                 | <input type="checkbox"/> 6. Small Business/Women Owned     | <input type="checkbox"/> 7. Small Business/Disabled Owner        |
| <input type="checkbox"/> 8. Minority-Women Owned Business           | <input type="checkbox"/> 9. Disabled-Minority Owner Business              | <input type="checkbox"/> 10. Disabled-Women Owned Business | <input type="checkbox"/> 11. Small Business/Minority-Women Owned |
| <input type="checkbox"/> 12. Small Business/Disabled-Minority Owned | <input type="checkbox"/> 13. Small Business/Disabled-Minority-Women Owned |  |  |



# CERTIFICATE OF INSURANCE

**SOLICITATION NO. DC060289**

**ARIZONA STATE  
DEPARTMENT OF CORRECTIONS  
1601 W. Jefferson  
MC #55302  
PHOENIX, ARIZONA 85004**

**VENDOR**

**COMPANY  
LETTER**

**COMPANIES AFFORDING  
COVERAGE**

**Current  
A.M. Best  
Rating**

**NAME AND ADDRESS OF INSURANCE AGENCY:**

**A**

**B**

**NAME AND ADDRESS OF INSURED:**

**C**

**D**

**This is to Certify that the Policies of Insurance listed below have been issued to the Insured Named above for the Policy period indicated.**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YR)	POLICY EXPIRATION DATE (MM/DD/YR)	LIMITS (.000)
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Occurrence- Claims Made <input checked="" type="checkbox"/> Owner's & Contractors Prot. <input checked="" type="checkbox"/> Per Project <input checked="" type="checkbox"/> Product/Completed Operations				Commercial Aggregate Products-Comp/OP AGG. \$ _____ Personal & ADV. Injury \$ _____ Each Occurrence \$ _____ Fire Damage (Any One Fire) \$ _____ Med. Expenses (Any One Person) \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> All Owned Autos (Other than Priv. Pass) <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos <input checked="" type="checkbox"/> Garage Liability				Bodily Injury (Per Person) \$ _____ Bodily Injury (Per Accident) \$ _____ Property Damage \$ _____
	<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> Type <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence \$ _____ Aggregate \$ _____
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence \$ _____ Aggregate \$ _____
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				<b>Statutory Limits</b> Each Accident \$ _____ Disease-Policy Limit \$ _____ Disease-Each Employee \$ _____
	<b>Builders Risk</b>				
	<b>Other</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:**

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURERS AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

**CERTIFICATE HOLDER/ADDITIONAL INSURED**  
 Arizona Department of Corrections  
 1601 W. Jefferson, M/C 55302  
 Phoenix, AZ 85007

**AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT****ARIZONA  
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF  
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC060289****PAGE NO. 1****POLICY STATEMENT:**

While the institution recognizes the need of non-staff personnel to have in their possession certain personal items, limits are necessary for the security and safe operation of the institution.

**PROCEDURES:**

1. All persons entering the institution are subject to search prior to entry and while on the grounds of the institution. All non-staff personnel will, at all times, remain in their authorized area under the direction of the project coordinator.
2. Persons are allowed the materials necessary for the performance of their duties.
3. All non-staff personnel may have in their possession the following:
  - A. A wallet with normal contents, ie.,
    1. photos and personal papers.
    2. currency not to exceed \$20.00 (Twenty Dollars). Excess will be reported to the shift commander prior to entry.
    3. no credit cards or checkbooks are allowed.
  - B. Handkerchief and comb.
  - C. Tobacco products and smoking apparatus for normal daily use.
  - D. Keys as necessary (auto and home). Fingernail clipper.
  - E. Confectionary items (gum, candy, etc.)
  - F. Watch and rings.

**ATTACHMENT****ARIZONA  
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF  
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC060289****PAGE NO. 2**

4. All persons are prohibited from introducing medication drugs into the institution grounds unless such a medication has been properly prescribed by a licensed physician and is in the original prescription container.
  - A. Medications of a stimulate nature, i.e., Dexedrine, Preludins, Tenuate or any other appetite suppressant or any hypnotic-type drug, are specifically prohibited on institution property. Persons who are taking this type of medication prior to coming to the institution will report this fact to the Shift Commander, prior to reporting to their authorized area.
  - B. Persons taking medications of the tranquilizer class, i.e., Valium, Librium, Miltown or any of the anti-depressant class, i.e., Sinequan, Triavil, Elavil or any mood modifying drug of any type; Pain medications i.e., Percodan, Percocet, hydrocodone (Vicodin), Tylenol with codine, propoxphene, etc., will report this fact to the Shift Commander prior to going to their authorized area. Possession of these types of drugs on prison grounds will be limited to that amount necessary during one eight hour shift.
  - C. Personnel taking any other class of medication i.e., antihistamines, antihypertensives, anticholingerics, etc., are limited in the introduction of only such amount of medication as will be required during the period of one eight hour shift, and the fact will be reported to the Shift Commander.
1. Any deviation from this policy must be cleared with the warden of the unit. Persons violating this policy may subject themselves to eviction from institution property and/or prosecution.

**NOTE:** If anyone loses or has stolen any personal items in his possession, the institution will attempt to retrieve the items, but cannot guarantee the return thereof nor provide reimbursement.

The following Arizona Revised Statutes dealing with inmate and non-staff member relationships require your strict adherence at all time during your stay at the Arizona State Department of Corrections.

**ARS 31-204** Interest of employee and non-employee in contracts, gifts to or for prisoner: penalty

**ATTACHMENT****ARIZONA  
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF  
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC060289****PAGE NO. 3**

- A. No non-staff member shall be interested in any contract or purchase made by anyone for or on behalf of the prison, or receive, directly or indirectly, compensation for his services other than prescribed by the administrator of the institution, nor shall he receive any compensation whatever for any act or services he performs for or on behalf of a contractor, or any agent or employee of a contractor.
- B. No non-staff personnel, without permission of the administrator shall make a gift or present to or receive a gift from an inmate, or barter or deal with an inmate.
- C. Any person violating this section shall be discharged from office or service, and every contractor, or employee or agent of a contractor, shall not be permitted to act or serve again as such contractor, agent or employee.

**ARS 31-231 Unauthorized communication with prisoners: penalty**

A person not authorized by law who, without the permission of the officer in charge of the state prison, communicates with a person imprisoned or detailed therein, or who takes any letter, writing, literature or reading matter to or from a person imprisoned or detained therein, is guilty of a misdemeanor.

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**Signature**

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**Date**